

The following is the Table of Contents for the Internet Bid Package documents.

11a1131a.doc	Invitation for Bid 19 pages
11a1131b.doc	Notice To Bidders 14 pages
11a1131c.doc	Sample Standard Agreement 24 pages

If this Bid Package is downloaded via the Internet, you will need to submit your signed bid documents in a sealed envelope with the following information on the envelope as provided in the sample below:

YOUR RETURN
ADDRESS

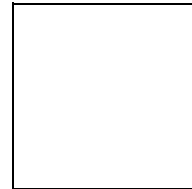
Agreement No. 11a1131

Bid Due Date: 11/16/04

Bid Due Time: 2:15 P.M.

Bid Opening Time: 2:30 P.M.

Attn: Diane Buffington



Department of Transportation, MS-67
Division of Procurement and Contracts
1727 30th Street
Sacramento, CA 95816-7006

DEPARTMENT OF TRANSPORTATION**ADMINISTRATION**

DIVISION OF PROCUREMENT AND CONTRACTS MS-67

1727 30TH STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6000

FAX (916) 227-6155

TTY (800) 735-0193 or (916) 227-2857

INTERNET <http://caltrans-opac.ca.gov>*Flex your power!
Be energy efficient!*

August 27, 2004

**INVITATION FOR BID (IFB)
IFB # 11a1131
Notice to Prospective Contractors**

You are invited to review and respond to this Invitation for Bid (IFB), Number 11a1131 entitled Asbestos and Lead Testing. In submitting your bid, you must comply with the instructions found herein.

Note that all contracts entered into with the State of California, Department of Transportation (State) will include, by reference, General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language>. If you do not have Internet access, a hard copy can be provided by contacting the Bid Unit: Phone (916) 227-6075 Fax (916) 227-1950.

In the opinion of the State, this IFB is complete and without need of explanation. However, if you have questions*, or should you need any clarifying information, the designated contact person for this IFB is:

Diane Buffington
Department of Transportation
Phone (916) 227-6056
Fax (916) 227-6155

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Diane Buffington
Contract Analyst

*Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this IFB. See **Section C 2, Questions and Answers** for more details.

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A) Purpose and Description of Services

The Contractor shall prepare and provide Asbestos and Lead Based Paint Survey Reports through visually inspecting, collecting, and testing of building materials on residential and commercial structures for the State of California Department of Transportation. The Reports shall be provided on an as-needed basis as required by the Contract Manager. The services shall be performed in San Diego and Imperial Counties. Read the Sample Standard Agreement, Attachment 7, which is attached to this IFB carefully before establishing rates and submitting a bid.

B) Bidder's Minimum Qualifications

The Bidders must at the time of the bid submittal be certified as an Asbestos Consultant or a Site Surveillance Technician, or a Lead-Related Construction Inspector/Assessor for a minimum of three (3) years. Site Surveillance Technician may take asbestos samples under the direction of an Asbestos Consultant. Bidder shall bid in compliance with the Wages and Employee Benefits or In Lieu Cash Payments as described herein (GC 19134).

C) Bid Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

EVENT	DATE	TIME (Pacific Daylight Time)
IFB available to prospective bidders	9/30/04	8:00 A.M.
Written Question Submittal	11/01/04	5:00 P.M.
Final Date and Time for Bid Submission	11/16/04	2:15 P.M.
Bid Opening	11/16/04	2:30 P.M.
Notice of Intent to Award	01/01/05	8:00 A.M.

2. Questions and Answers

- Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by 5:00 P.M. on November 1, 2004.
- Written questions should include the individual's name, firm name, complete address and must reference IFB No. 11a1131. Questions should be sent to the following address:

MAILED OR FAXED TO:
Fax No.: (916) 227-6155

Department of Transportation, MS-67

Division of Procurement and Contracts
Attention: Diane Buffington
1727 30th Street
Sacramento, CA 95816

- c) Written responses to all questions will be collectively compiled and mailed, as an Addendum, to each individual or firm who downloaded this IFB from the Internet or who requested this IFB by calling the recorded bid line: (916) 227-6090. Hard copy responses are disseminated by mail and an electronic version is uploaded to the Department of Transportation's website. Refer Section C (1), **Time Schedule**, for this IFB's schedule of events and dates/times. It is the responsibility of the Bidder to inquire about an expected Addendum if the Addendum is not received. Bidder can contact the Contract Analyst named above or check the Department of Transportation's website:

<http://www.caltrans-opac.ca.gov/contract.htm>

3. Inclusive Costs

Bids prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be made thereof unless separate payment provisions in this Agreement should specifically so provide.

4. Contractor Certification

Bidder must have, at time of bid submittal and for the duration of the contract, be certified by the Division of Occupational Safety Health Asbestos Consultant and Trainer Approval Unit as an Asbestos Consultant or a Certified Site Surveillance Technician. The lead paint and ceramic tile inspection and X Ray Fluorescence (XRF) testing shall be performed by a person who is certified as a Lead-Related Construction Inspector/Assessor by the State of California Department of Health Services for the type of work to be performed. Bidder shall obtain, pay for and maintain, in good standing, all necessary certification and permits to accomplish the work. Bidders will be considered non-responsive unless proper certification requirements are met. An invalid certification will result in rejection of the bid. Positive verification of valid certifications issued by the Division of Occupational Safety and Health Asbestos Consultant and Trainer Approval Unit as an Asbestos Consultant, Certified Site Surveillance Technician. Verification of valid certification issued by the State of California Department of Health Services for the Lead-Related Construction Inspector/Assessor will be performed. (reference B&PC 7028.15).

5. Insurance

The bidder who receives the Agreement award, must provide a certificate of Insurance providing proof of insurance to the DPAC within ten (10) working days from the date of

notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the Sample Standard Agreement, **Exhibit D** for the applicable specific Insurance requirements and coverage limits.

6. Bid Submittal

- a) **All bids must** be submitted in a **sealed envelope** and received by the Department of Transportation, Contract's Office by dates and times shown in Section C, Bid Requirements and Information, **Item 1) Time Schedule**. The sealed envelope must be clearly marked with the IFB number and title; must show your firm name and address, and must be marked with "BID SUBMITTAL - DO NOT OPEN", as shown in the following example:

IFB Number: 11a1131
IFB Name: Asbestos and Lead Testing
Firm Name:
Firm Address:
BID SUBMITTAL - DO NOT OPEN

- b) Bids not submitted in a clearly labeled sealed envelope may be rejected. A complete bid package (originals only) must be submitted. **Late bids will not be considered.**
- c) All bids shall include the documents identified in this IFB's **Attachment 6 Required Attachment Check List**. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- d) Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.
- e) Mail or deliver bids to the following address:
U.S. Postal Service Deliveries (UPS, Express Mail, Federal Express) or *Hand Deliveries

Department of Transportation, MS 67
Division of Procurement and Contracts
1727 – 30th Street
Sacramento, CA 95816

* If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, bids should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it

to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Contracts' reception desk at 227-6000 to have your bid package picked up by Contracts' staff.

- f) Bid opening will be held at the above address at **2:30 PM** on the date stated in Section C - Bid Requirements and Information, 1 - Time Schedule.
- g) Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- h) A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive any immaterial deviation in a bid. The State's waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- i) Costs for developing bids and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State.
- j) Only an individual who is authorized to bind the bidding firm contractually shall sign the attached Bid/Bidder Certification Sheet, **Attachment 3**. The signature must also indicate the title or position that the individual holds in the firm. **An unsigned bid shall be rejected.**
- k) A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- l) A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in accordance with section j above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- m) The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- n) The State reserves the right to reject any or all bids.
- o) Bidders are cautioned to not rely on the State during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- p) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface

materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of work sites and specifications.

7. Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the State's needs.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- d) The final selection will be made on the basis of the lowest responsible bid. The award of the contract, if awarded, will be to the lowest responsible bidder whose proposal complies with all of the requirements. In the event of a tie bid, the State will draw lots to determine the successful contractor. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

8. Award and Protest

- a) Whenever a contract is awarded under a procedure that provides for competitive bidding, but the contract is not to be awarded to the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the contract.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the contract.
- c) Grounds for Filing a Protest: After the issuance of the applicable contract award notices as specified in this IFB, the right to protest the proposed award of a contract is afforded any bidder who claims he/she should have been awarded the agreement because he/she was the lowest responsible bidder meeting the specifications. The protest must be submitted to the Department of Transportation prior to the award of contract. In such case, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d) Filing an Initial Protest: Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the

Department of Transportation a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the addresses below:

Department of Transportation Division of Procurement & Contracts, MS 67 Attention: A.C. Lichtman, Protest and Dispute Manager 1727 30 th Street Sacramento, CA 95816 Phone Number: (916) 227-6084 Fax Number: (916) 227-6155	Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor West Sacramento, CA 95605 Phone Number: (916) 376-5080 Fax Number: (916) 376-5088
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It is suggested that you submit any protest by certified or registered mail.

- e) Upon award of the contract, contractor must complete and submit to the Department of Transportation the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §18662 and §26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the Department of Transportation.
- f) Prior to the award of the contract, the awarded bidder(s) must sign and submit to the Department of Transportation, page one (1) of the Contractor Certification Clauses (CCC), **Attachment 2**, or this form can be obtained via the Internet at www.dgs.ca.gov/contracts. Bidder may also, as an option, submit with bid package.

9. Standard Conditions of Service

- a) Service shall not begin prior to the express date set by the Department of Transportation and the contractor, after all approvals have been obtained, and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the Department of Transportation, upon five (5) days written notice to the contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the State for the difference between contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another contractor.
- b) All performance under the contract shall be completed on or before the termination date of the contract.
- c) The State does not accept alternate contract language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The **GTC 304** may be viewed at Internet site www.dgs.ca.gov/contracts.

- d) The bidder declares that the only persons or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; and the bidder has carefully examined the Invitation for Bid (IFB), the Proposed Form of Agreement, and the special provisions herein referred to, and proposes and agrees, if this proposal is accepted, that the bidder will contract with the State to provide all necessary labor, materials, tools or equipment in the time and manner specified.
- e) The bid of any bidder who is currently in default with the Department of Transportation on a contract already awarded may be accepted; however, bidder understands that any costs associated with the default will be paid prior to award or deducted from the proceeds of any newly awarded contract.
- f) If the bidder is awarded the contract and refuses to sign the contract presented for signature within the time and manner required, the bidder will be liable to the Department of Transportation for actual damages resulting to the Department therefrom or 10% of the amount bid, whichever is less and bidder will be placed on a default status. Default is defined as (1) being within a period of liquidated damages on uncompleted work, or (2) under notice to begin or complete a contract where work has not commenced or was suspended without cause, or (3) where contract is terminated for contractor failing to perform services required by the contract in a satisfactory manner.

D) Preference Programs

The following Preference Program is applicable to this IFB.

Disadvantaged Business Enterprises (DBE)

The goal is: 10%. See Attachment 5 to complete the required forms and for further detailed information concerning DBE requirements. This project is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation by DBE in Department of Transportation Programs". In compliance with this Federal Regulation, the State has established a goal expressed as a percentage of the total dollar value of the contract for DBEs participating in this contract. Failure to provide detailed cost breakdowns and any required DBE information in the Cost Proposal **will be cause for rejection** of the proposal.

BID PROPOSAL**ATTACHMENT 1**

ADM-1412 (REV. 06/02) PAGE 1 OF 1

CONTRACTOR'S NAME (Please Print):			CONTRACT NO. 11a1131	PAGE 1 OF 1	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
1	80	Per Report	Asbestos/Lead survey report on a single family residence or smaller multi family residences (typically 2 to 6 units) including detached garages and sheds, up to 2,000 total square feet; with a minimum of 15 and up to 50 PLM bulk samples, and a minimum of 50 and up to 400 XRF samples. Report covers both interior and exterior of structures, including roofs.		
2	10	Per additional 250 square feet	Additional charge for Asbestos/Lead survey report, per 250 square feet over 2,000 square feet for a single family residence or smaller multi family residences (typically 2 to 6 units).		
3	32	Per Report	Asbestos/Lead survey report on a multi family or commercial structure, including detached garages and sheds, up to 10,000 total square feet with a minimum of 30 and up to 100 PLM bulk samples, and a minimum of 100 and up to 1200 XRF samples. Report covers both interior and exterior of structures, including roofs.		
4	10	Per additional 1,000 square feet	Additional charge for Asbestos/Lead survey report per 1,000 square feet over 10,000 square feet, for a multi family or commercial structure.		
5	100	Per Sample	Additional PLM bulk sample (contractor must have prior written approval from the Contract Manager)		
6	100	Per Sample	Additional XRF sample (contractor must have prior written approval from the Contract Manager).		
1) THE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED. 2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL. (3) ANY BID MAY BE REJECTED IF IT IS UNREASONABLE AS TO PRICE. UNREASONABLENESS OF PRICE INCLUDES NOT ONLY THE TOTAL PRICE OF THE BID PRICES BUT PRICES FOR INDIVIDUAL LINE ITEMS AS WELL				TOTAL ITEMS 1,2,3,4,5 & 6	

Agreement No. 11a1131
ATTACHMENT 2
CONTRACTOR CERTIFICATION CLAUSES

CCC-304

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

7. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

8. DOMESTIC PARTNERS: Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to R&TC Section

23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Agreement No. 11a1131
ATTACHMENT 3
BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "**Bid Submittal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- D. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

An Unsigned Bid/Bidder Certification Sheet Shall Be Rejected

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)	13. Title	
14. Signature	15. Date	
<div>16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:</div> <div style="display: flex; justify-content: space-between;"><div style="width: 45%;">a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____</div><div style="width: 45%;">b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____</div></div> <div>NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSBCR, if an application is pending:</div>		

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 4

IFB No. 11a1131

The Contractor must provide a copy photo identification of Lead Related Construction issued by State of California Department of Health Services. Contractor must provide copy photo identification for Certified Asbestos Consultant and Certified Site Surveillance Technician issued by State of California Division of Occupational Safety and Health.

ATTACHMENT 6
Invitation for Bid 11a1131

ATTACHMENT CHECK LIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments identified below (unless noted otherwise) must be returned as instructed. **Return this checklist with your bid package.**

Attachments

Attachment Name/Description

_____ Attachment 1	Bid Proposal ADM-1412
_____ Attachment 2	Contractor Certification Clauses (CCC) 304 The CCC 304 can also be found on the Internet at http://www.dgs.ca.gov/contracts . Page one (1) must be signed and submitted prior to the award of the contract.
_____ Attachment 3	Bid/Bidder Certification Sheet
_____ Attachment 4	Bidders must provide photo identification
_____ Attachment 5	Disadvantaged Business Enterprise (DBE) Participation Bidder/Proposer Information ADM 0227F
_____ Attachment 6	Attachment Check List

Note to Contractors:

The following pages represent a sample of the Proposed Form of Agreement intended to award from this IFB. Please review it carefully and present any questions in writing (as instructed in this solicitation) to the contact person identified for this IFB.

DEPARTMENT OF TRANSPORTATION

ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS MS-67

1727 30th STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6000

FAX (916) 227-6155

INTERNET <http://caltrans-opac.ca.gov>*Flex your power!
Be energy efficient***Attachment 5****NOTICE TO BIDDERS****DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

The DBE goal for this project is 10%. The Code of Federal Regulations, Title 49, Part 26, requires that all federally funded contracts have business participation goals for Disadvantaged Business Enterprises (DBEs). In compliance with this federal regulation, the State of California has established a goal expressed as a percentage of the total dollar value of the contract for DBEs participating in this contract. See the attached DBE requirements and forms to be completed and returned with your bid.

DBE participation submission requirements and proposed form of contract provisions have been revised to incorporate changes made by current Federal regulations 49 CFR Part 26.

Please read the information very carefully. There are new mandatory reporting and subcontractor payment requirements.

It is MANDATORY that the DBE Information form, ADM-0227F, and/or the DBE Good Faith Effort Information form, ADM-0312F be submitted with the bid cost proposal, price and/or rate schedule.

Award of the contract will be to the lowest responsive and responsible bidder whose bid complies with all of the requirements set forth herein and who has met the goals for DBE business participation or who has demonstrated, to the satisfaction of the State of California, that the bidder has made a Good Faith Effort to do so. The bidder/proposer awarded the contract will be responsible for carrying out the applicable requirements of 49 CFR Part 26 in the performance of this contract.

The right to protest the award of a contract is afforded any bidder who claims they should have been awarded the contract because they were the lowest responsive/responsible bidder to meet the solicitation specifications. If the apparent successful bidder/proposer failed to meet the goal or did not succeed in documenting adequate good faith efforts to meet the goal, the bidder/proposer has five (5) working days after notification by the Department to provide written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort to do so. Written documentation must be submitted to:

Department of Transportation
Division of Procurement and Contracts
1727 30th Street, MS 67,
Sacramento, CA 95816-7006
Attention: Protest and Disputes Officer

FAILURE TO SUBMIT THE REQUIRED DBE INFORMATION WILL BE GROUNDS FOR FINDING THE BID/PROPOSAL NONRESPONSIVE AND CAUSE FOR REJECTION OF YOUR BID/PROPOSAL.

It is the policy of the Department of Transportation that a Disadvantaged Business Enterprises (DBE), as defined in Part 26, Title 49, Code of Federal Regulations (CFR), entitled "Participation by Disadvantaged Business Enterprise (DBE) in Department of Transportation Financial Assistance Programs.", shall be encouraged to participate in the performance of contracts financed in whole or in part with Federal funds. The Contractor should ensure that DBEs, as defined in Part 26, Title 49 CFR, have the opportunity to participate in the performance of this solicitation and shall take all necessary and reasonable steps, as set forth in 49 CFR, Part 26 for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

I. SUBMISSION OF DBE INFORMATION

The required DBE information shall be submitted on the Bidder/Proposer DBE Information submittal form ADM 0227F attached to these instructions.

This project is subject to 49 CFR Part 26 regulations. Bidders/proposers shall be fully informed of the requirements of the regulations and the Department's Disadvantaged Business Enterprise (DBE) program developed pursuant to the regulations.

It is the bidder/proposer's responsibility to make enough work available to DBEs and to select those portions of the work or material needs, consistent with the available DBEs, to meet the goal for DBEs or to provide information to establish that prior to bidding that the bidder/proposer made adequate good faith efforts to do so.

To be eligible for award of the contract, the bidder/proposer's DBE information shall establish that good faith efforts to meet the DBE goal have been made. To establish good faith efforts, the bidder shall demonstrate that the goal will be met or that, prior to bidding, adequate good faith efforts to meet the goal were made. Final determination of goal attainment or good faith effort by the bidder or proposer will be at the Department's discretion.

Bidders/proposers are cautioned that even though their submittal indicates they will meet the stated DBE goal, their submittal should also include their adequate good faith effort information along with their DBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

It is the responsibility of the Contractor to verify that DBEs are certified.

A. DBE INFORMATION

The Bidders/proposers DBE information shall include:

- 1. The names of DBE firms that will participate in the contract including a complete description of work or supplies to be provided by each DBE and the dollar value of each proposed DBE transaction.**
2. A written confirmation from each DBE that is participating in the contract. A copy of the DBEs quote will serve as written confirmation that the DBE is participating in the contract.
- 3. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information including the planned location of that work.**
- 4. The work that a DBE prime contractor has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies will count toward the goal.**

5. A DBE joint venture must submit the joint venture agreement with their DBE Information (form ADM 0227F).

B. GOOD FAITH EFFORT

The information necessary to establish the bidder's/proposer's adequate good faith efforts to meet DBE goal is to include:

- 1. The name of each publication and the date the ad appeared in which a request for DBE participation for this contract was placed by the bidder/proposer.**
- 2. The names and dates certified DBEs were sent written notices soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.**
- 3. The items of work which the bidder/proposer made available to DBE firms, including, where appropriate, any breakdown of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder/proposer's responsibility to demonstrate that sufficient work to meet the DBE goal was made available to DBE firms.**
- 4. The names, addresses and phone numbers of DBEs who submitted bids which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the firm selected for that portion of work and the reasons for the bidder's choice.**
5. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs.
- 6. Efforts made to assist interested DBEs in obtaining necessary equipment supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.**
7. Any additional data to support a demonstration of good faith efforts.

II. DBE PARTICIPATION REQUIREMENTS

Bidders/proposers shall be fully informed respecting the requirements of 49 CFR Part 26 regulations and the Department's Disadvantaged Business Enterprise (DBE) program developed pursuant to the regulations. Particular attention is directed to the following:

A. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

1. A DBE must be a small business firm defined pursuant to Section 3 of the federal Small Business Act and relevant regulations promulgated pursuant thereto. Certified DBEs are socially and economically disadvantaged individuals who are citizens of the United States and who are Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other minorities or individuals found to be socially and economically disadvantaged pursuant to the federal Small Business Administration regulations.

2. A bidder/proposer, in order to be considered a responsible and responsive bidder, must make good faith efforts to meet the goal established for the contract. The bidder/proposer can meet this requirement in one of two ways:
 - a. Meet the goal, documenting commitments for participation by DBE firms; or
 - b. if the goal is not met, the bidder/proposer must document adequate good faith efforts.
3. A bidder/proposer (**prime contractor**) who is not a certified DBE bidder/proposer will be required to document one or a combination of the following:
 - a. The bidder/proposer will meet the goal through work performed by DBE subcontractors, **suppliers or trucking companies.**
 - b. Prior to bidding the bidder/proposer made an adequate good faith effort to meet the goal.
4. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies or as a trucking company.
5. A certified DBE bidder/proposer not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - a. The DBE bidder/proposer will meet the goal by performing work with its own forces.
 - b. The bidder/proposer will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
 - c. The bidder/proposer prior to bidding, made an adequate good faith effort to meet the goal.
6. A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces.
7. The DBE joint venture partner must share in the capital contributions, control, management, risks and profits of the joint venture. The DBE joint venture must submit the joint venture agreement with the DBE information form attached to these instructions.
8. A DBE must perform a commercially useful function, pursuant to Section 26.55, 49 CFR Part 26., i.e. must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work involved. To perform a commercially useful function the DBE must also be responsible with respect to materials and supplies to be used on the contract for negotiating price, determining quality and quantity, installing, where applicable) and paying for the material itself.
9. DBEs must be certified by either the California Department of Transportation, or by a participating State of California or local agency which has a reciprocal agreement with Caltrans, in conformance with 49 CFR Part 26 by the Invitation for Bid (IFB) bid opening date or by the Request for Proposal (RFP) or Architectural and Engineering (A&E) contract SOQ due date before credit may be considered toward meeting the DBE goal. Firms that are self-certified as DBEs are not eligible for DBE credit. It is the Contractor's responsibility to verify that DBEs are certified.
10. Listing of DBEs certified by the Department of Transportation are available from the following sources:
 - a. Department's Quarterly DBE Directory. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Public Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone (916) 445-3520

- b. The Department's Electronic Information Bulletin Board Service. It is accessible by modem and is updated weekly. The Bulletin Board may be accessed by first contacting the Department's Civil Rights Program at (916) 227-8937 and obtaining a user identification and password.
- c. The Department's Electronic Bulletin Board web site is at <http://www.dot.ca.gov/hq/bep/index.htm>.
- d. The organizations listed below.

NORTHERN CALIFORNIA

Oakland

Districts 4, 5, 6, and 10

(Except for San Luis Obispo, Santa Barbara, and Kern Counties)

Triaxial Management Services, Inc.
1545 Willow Street, First Floor
Oakland, CA 94607

(510) 286-1313
~~(510) 286-6792 FAX~~

Sacramento

Districts 1, 2, 3, and 9

Triaxial Management Services, Inc.
930 Alhambra Blvd., #205
Sacramento, CA 95816

(916) 553-4172
(916) 553-4173 FAX

SOUTHERN CALIFORNIA

Los Angeles

Districts 7, 8, and 12

(Includes District 5-San Luis Obispo and Santa Barbara Counties and District 6-Kern County)

Triaxial Management Services, Inc.
2594 Industry Way, Suite 101
Lynwood, CA 90262

(310) 537-6677
(310) 637-0128 FAX

San Diego

Districts 8 and 11

Triaxial Management Services, Inc.
2725 Congress Street, Suite 1-D
San Diego, CA 92110

(619) 543-5109
(619) 543-5108 FAX

- 11. The bidder/proposer (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors must be listed in the bid/cost proposal list of subcontractors.
- 12. Any dollar amount of work, service or supplies proposed for DBE participation can be counted only once. That is, any further subcontracting or spending for DBE work, service or supplies already credited once for DBE participation cannot be counted again.
- 13. A prime contractor who is a certified DBE is eligible to claim all of the work in the contract toward the goal except that portion of the work to be performed by non-DBE subcontractors.
- 14. If the bidder/proposer documents an adequate good faith effort to meet the goal, the award cannot be denied on the basis that the bidder/proposer failed to meet the goal.

B. CREDIT FOR MATERIALS AND SUPPLIES

Credit for materials or supplies purchased from DBEs will be as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal.
2. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the contract.
3. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal.
4. A DBE dealer is a firm that owns, operates or maintains a store, warehouse or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business.
5. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products.
6. Any supplementing of regular dealers' own distribution equipment shall be a long-term lease agreement and not on an ad-hoc or contract by contract basis.
7. Packagers, brokers, manufacturers' representative, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph.
8. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commission charged for assistance in the procurement of the materials and supplies or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with similar fees charged for services. The cost of materials or supplies are not counted toward the DBE goal in this instance.

C. CREDIT FOR DBE TRUCKING COMPANIES

Credit for DBE trucking companies will be as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE will receive credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement..
5. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. A lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from being used by others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck.
7. Leased trucks must display the name and identification number of the DBE.

III. USE OF PROPOSED DBEs

If awarded the contract(s), the successful bidder must use the DBE subcontractor(s) and or supplier(s) proposed in its bid/proposal.

The Contractor may not substitute, add or terminate a subcontractor, supplier or, if applicable, a trucking company, listed in the original bid/proposal without the prior written approval of the Contract Manager.

The Contractor must make an adequate good faith effort to find another certified DBE subcontractor to substitute for the original DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was substituted or terminated to the extent needed to meet the contract goal established for the contract.

The requirement that DBEs must be certified by the bid opening date does not apply to DBE substitutions after award of the contract. Substitutions of DBEs after award must be certified at the time of the substitution or addition.

Authorization to use other subcontractors or suppliers may be requested for the following reasons:

1. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions for this contract or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
2. The listed DBE becomes bankrupt or insolvent.
3. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
4. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor failed or refuses to meet the bond requirements of the Contractor.
5. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the scope of work to be performed, or the subcontractor is substantially delaying or disrupting the progress of the work.
6. When it would be in the best interest of the State

SUMMARY OF ATTACHMENTS

Department of Transportation forms that are to be attached to these instructions providing information and sources for Caltrans certified firms are:

ADM 0227F Bidder/Proposer DBE Information
ADM 0312F Bidder/Proposer DBE Good Faith Effort Information

Additional copies of the forms can be obtained by contacting the analyst listed in the solicitation.

BIDDER/PROPOSER BUSINESS NAME				BIDDER/PROPOSER BUSINESS ADDRESS				
NAME OF PERSON SUBMITTING BID/PROPOSAL				SIGNATURE OF BIDDER/PROPOSER				
CONTACT PERSON				BUSINESS PHONE ()				DATE
IMPORTANT: 1) Identify all DBE firms being claimed for credit, regardless of tier. 2) List names of all DBE all subcontractors, regardless of tier, and their respective items of work, 3) Attach a copy of the DBE subcontractor's quote to this form. The DBEs quote will serve as written confirmation that the DBE is participating in the contract. 4)Ownership information required for reporting requirements.								
LIST DBE BUSINESS FIRM(s)	Phone Number (Area Code)	Tier	Item of Work, Service, or Materials Supplied	DBE Cert No.	Ownership Code	Gender M/F	DBE ** Dollar Amount Claimed	Percentage of \$ Value Claimed
A DBE PRIME Bidder/Proposer Participation								
B. DBE Subcontractor/Supplier Name and Address								
TOTAL PARTICIPATION CLAIMED							\$	%

Designate Contracting Tier: 0 = Prime or Joint Contractor, 1 = Primary Subcontractor, 2 = Subcontractor/supplier of level 1 Service Contractor/supplier, etc.
Ownership: (1) Black (2) Hispanic (3) Native American (4) Pacific Asian (5) Asian Indian (6) Caucasian (7) Field Blank (8) Other (9) Not Applicable
 DBEs must be certified by Caltrans or a Caltrans participating state or local agency by the bid opening or RFP/SOQ due date. Self-certification is NOT acceptable. **Important:** Names of First Tier DBE Subcontractors and their respective item(s) of work listed above shall be consistent with the names and items of work in the "List of Subcontractors" submitted with your bid/proposal. **For on-call contracts, the dollar amount represents estimated dollar value claimed.

FOR CALTRANS USE ONLY

*DBE GOAL _____ %	GFE DEMONSTRATED
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VERIFICATION COMPLETED BY OFFICE OF BUSINESS ENTERPRISE:	Award:
--	--------

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NAME:	SIGNATURE:	DATE:
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Submittal of only the Caltrans Bidder/Proposer DBE Information form ADM0227F may not provide sufficient documentation to demonstrate that an adequate good faith effort was made. Bidders/proposers who propose goal attainment should always submit documentation for making a “good faith effort” to protect their eligibility for award should the Department, in its review, find that the goal was not met. Some examples of disqualification are: 1) DBE subcontractor was not certified by Caltrans or a state or local participating agency, which has a reciprocal agreement with Caltrans, by the bid/proposal due date or 2) bidder/proposer made a mathematical error resulting in failure to meet the goal. Efforts that are merely pro forma are not good faith efforts to meet the goals.

Bidders/proposers shall submit the requested information below when applying for a determination of a good faith effort when no contract goals are attained or when only partial goal(s) have been attained.

1. ADVERTISEMENT DOCUMENTATION

List names and dates of each general circulation newspaper, trade paper and minority focused paper or other publication in which a request for DBE participation was placed. Attach a copy of the advertisements or proofs of publication.

Publication's Name	Publication Date(s)

2. DBE SOLICITATION DOCUMENTATION

- List the names and dates of written notices sent to certified DBEs soliciting bids for the contract.
- List the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
- Attach a copy of any solicitation package, phone records, fax confirmations or solicitation follow-up correspondence sent to DBE firms.
- Identify information submitted to the bidder for this solicitation:

Check the appropriate box or boxes: ☐ Invitation for Bid ☐ Request for Proposal ☐ Request for Qualifications

SOLICITATION						
Date Mailed	Date Phoned	Date of Follow-up	Follow-Up Method Phone/Mail	Names of Firms Solicited	Contact Name	Phone Number

2. Solicitation Continued

Date Mailed	Date Phoned	Date of Follow-up	Follow-Up Method Phone/Mail	Names of Firms Solicited	Contact Name	Phone Number

3. ITEMS OF WORK

Identify the items of work which was made available to DBE firms, including, where appropriate, any breakdown of the contract work into economically feasible units to facilitate DBE participation. It is the bidder/proposer’s responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work:
Breakdown of Items:

4. DBE RESPONSES

List the DBE firms that responded or submitted bids/proposals to your solicitation for participation in this contract which were not accepted. Provide a summary of your discussions and/or negotiations with them, the name of the firm selected for that portion of work and the reasons for your choice. Attach copies of quotes from firms contacted.

FIRM NAME	PHONE NUMBER	RESPONDED		SELECTED		Give reason for non-selection and a summary of discussions.
		YES	NO	YES	NO	

5. ASSISTANCE TO DBEs - Bonding, insurance, etc.

Identify efforts to assist DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance related to requirements for the work or for plans and specification provided to DBEs.

6. ASSISTANCE TO DBEs - Equipment/Materials, etc.
Identify efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.

7. ADDITONAL DATA
Provide any additional data to support a demonstration of good faith efforts such as contacts with DBE assistance agencies. Identify the names of agencies, organizations or groups providing assistance in contacting, recruiting and using DBE firms. Attach copies of requests to agencies and any responses received, i.e., lists, Internet pages, etc.

NAME OF AGENCY/ORGANIZATION	METHOD/DATE OF CONTACT	RESULTS

NOTE: Please use additional sheets of paper if necessary.

Attachment 7

Sample Standard Agreement

AGREEMENT NUMBER 11A1131
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Transportation

CONTRACTOR'S NAME

Note to Bidders:

The following is a sample Agreement that will be awarded, if any, from this IFB. Please review it carefully and present any questions in writing to the contact for this IFB.

2. The term of this Agreement is: 01/05/05 through 12/31/06

3. The maximum amount \$ of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit C* – General Terms and Conditions (GTC 304)	1 Page
Exhibit D - Special Terms and Conditions	13 Pages
Exhibit E – Additional Provisions	3 Pages
Attachment 1 – Bid Proposal	1 Page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Transportation

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Mapula Conley, Contract Officer

ADDRESS

1727 30th Street, Sacramento, CA 95816

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A
Standard Agreement

SCOPE OF WORK

1. The Contractor shall furnish all labor; tools, materials and equipment necessary for providing routine inspections, testing and laboratory work for asbestos, lead-based paint and other hazardous waste report services for State-owned residential and commercial properties. Services shall be provided on an as-needed basis as required by the Contract Manager or his/her authorized designee
2. Hazardous Material Survey Contractor shall provide qualified personnel, equipment and material necessary to prepare Asbestos and Lead Based paint Survey Reports through visually inspecting, collecting, testing, and analysis of building materials on State-owned residential and commercial structures. Services shall be provided on an as-needed basis as required by the Contract Manager or his/her authorized designee. All services shall be charged at the contracted bid rate.
3. The service locations include San Diego and Imperial Counties.
4. This Agreement shall begin on January 1, 2005 contingent upon approval by the State, and expire on December 31, 2006 unless extended by amendment. The services shall be provided during working hours, Monday through Friday, except holidays.
5. The project representatives and all inquiries during the term of this Agreement will be directed to:

Department of Transportation	Contractor:
Section/Unit: Right of Way	Section/Unit:
Contract Manager: Jim Sopher	Project Manager:
Address: P O Box 85406 Mail Station 54	Address:
San Diego, CA 92186-5406	
Phone:(619) 688-6930	Phone:
Fax: (619) 688-2527	Fax:

6. Description of the work to be performed and duties of all parties.

A Certified Asbestos Consultant or a Certified Site Surveillance Technician working under the direction of a Certified Asbestos Consultant must perform asbestos survey sample collection and inspection services.

EXHIBIT A

Standard Agreement

The lead paint and ceramic tile inspection and X-Ray Fluorescence (XRF) testing shall be performed by a person who is certified as a Lead-Related Construction Inspector/Assessor.

Sampling and analysis shall be performed by laboratories certified for hazardous waste testing pursuant to Section 25198(a) of the California Health and Safety Code and Title 22, Section 67600, et seq., and Title 17, Section 35001 et seq., of the California Code Regulations.

All collection, testing, analysis, equipment and materials shall be as prescribed by the National Institute for Occupational Safety and Health (NIOSH), Division of Occupational Safety and Health (Cal-OSHA), United States Environmental Protection Agency (USEPA), Department of Toxic Substances Control (DTSC), National Emission Standards for Hazardous Air Pollutants (NESHAP), Housing Urban Development (HUD) Guidelines of Hazard Control/Abatement and all other federal, state, or local compliance regulations in connection with asbestos, lead base paint exposure standards for workplace settings and air monitoring for asbestos, lead base paint-related activities.

The Contractor must be certified for a minimum of three years.

EXHIBIT B
Standard Agreement

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, Attachment 1, and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate to:

Department of Transportation
Right of Way
Attention: Jim Sopher
P O Box 85406 Mail Station 54
San Diego, CA 92186-5406

- C. Invoices shall be submitted itemized with the following information:

Contract Number
Statement of work performed per location and number of samples.
Date(s) of work performed.
Request order number
Property address

- D. Contractor signature is required on all invoices. Invoices received without the contractor's signature will not be accepted for payment.
- E. Invoices must be legible and reproducible. Any invoices, which are illegible, incomplete or inaccurate, will be returned to the contractor for clarification and/or completion.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

EXHIBIT B Standard Agreement

- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The State has the option to void the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Rates

Rates for these services may be found on Attachment 1 of this document.

5. ALLOWABLE COSTS AND PAYMENTS

- A. Payment will be made at bid rate which shall include full compensation for furnishing all of the labor, tools, equipment, tests, laboratory work and incidentals necessary to complete survey report work.
- B. Cost of travel time to and from the work site is an overhead charge shall be included in the bid rate.
- C. Payment will be made for the authorized work at the quoted bid rate. Payment will be made based on Contractor's invoice, itemized jobs worked by date, after approval and inspection by the State Contract Manager or his/her designee. However, said invoices and/or payment shall not preclude subsequent adjustment(s) based on a later audit by the State.
- D. The cost of any materials and supplies needed to produce this report shall be included in the bid rate.

EXHIBIT B

Standard Agreement

- E. The Contractor shall not commence performance of work or services until this Agreement has been approved by the State. No payment will be made prior to approval nor for any work performed prior to approval of this Agreement.
- F. Should it become necessary to cancel the work request, the Contractor shall be compensated only for work in progress or actually completed to the Contract Managers satisfaction. No payment shall be made for delay or lost profits anticipated for uncompleted work.

6. Cost Principles

- A. The Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowable individual items of cost.
- B. The Contractor also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments are subject to repayment by Contractor to State.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

7. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

EXHIBIT C
Standard Agreement

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page (Exhibit C – GTC 304) will not be included with the final Agreement. The General Terms and Conditions will be included in the Agreement by reference to Internet site: <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

EXHIBIT D
Standard Agreement

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Contract Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on both parties to the Agreement on all questions of fact considered and determined by the Contract Officer.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

2. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Office file, and the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

3. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the

EXHIBIT D

Standard Agreement

State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

- B. The Contractor shall perform the work contemplated with resources available within their own organization and no portion of the work shall be subcontracted without prior written approval by the State's Contract Manager.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- D. Any substitution of subcontractors must be approved in writing by the State's Contract Manager in advance of assigning work to a substitute subcontractor.

5. Termination

- A. The Department of Transportation reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of material breach by the Contractor.
- B. In the event that the total contract amount is expended prior to the expiration date, the State may, at its discretion, terminate this contract with 30 days notice to contractor.

DBE Participation Goal Requirements

- A. The DBE participation goal for this Agreement is ten (10) percent. Participation by DBE prime and subcontractors shall be in accordance with the information contained in the Bidder/Proposer DBE Information Form ADM 0227F attached and incorporated into this Agreement.
- B. The Contractor shall carry out applicable requirements of 49 CFR, Part 26, of the Code of Federal Regulations, entitled "Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs," in the award and administration of federally assisted Agreements. The regulations in their entirety are incorporated herein and by reference.
- C. Non-compliance by the Contractor or subcontractor with the requirements of the regulations is a material breach of this Agreement and may result in termination of the Agreement or other such appropriate remedy for a breach of this Agreement, as the California Department of Transportation deems appropriate.
- D. The Contractor or subcontractor shall not discriminate on the basis of race color, national origin or sex in the performance of this Agreement. Each subcontract

EXHIBIT D Standard Agreement

signed by the Contractor in the performance of this Agreement must include this assurance.

Add Performance of DBE Contractors, Subcontractors/Suppliers

- A. DBE prime Contractors who perform or exercise responsibility for at least 30 percent of the total cost of this Agreement with their own forces are presumed to be performing a commercially useful function.
- B. DBE subcontractors shall perform the work and supply the materials which they have listed in their response to the Agreement award requirements in the Bidder/Proposer DBE Information Form ADM 0227F, attached, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources as set forth in the article entitled, "DBE Substitution or Additions".
- C. The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Contract Manager.

Payment to DBE and Non-DBE Contractors

- A. The Contractor shall pay its DBE subcontractors and non-DBE subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the State.

Payment to DBE and Non-DBE Subcontractors

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if other Agreement work is not completed and has not been accepted in conformance with the terms of the Agreement. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

DBE Records

- A. The Contractor shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime contractors shall

EXHIBIT D Standard Agreement

also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report- Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Contractor Manager. The form shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory Final Report Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors is submitted to the Contract Manager.

DBE Substitutions

- A. The Contractor may not substitute a listed DBE subcontractor, supplier or, if applicable a trucking company, without the prior written approval of the Contract Manager. Failure to obtain approval of substitute subcontractors before work is performed, supplies are delivered or services are rendered may result in payment being denied by Caltrans.
- B. The Contractor must make an adequate good faith effort to find another certified DBE subcontractor to substitute for the original DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was substituted or terminated to the extent needed to meet the Agreement goal established for the Agreement.
- C. The requirement that DBEs must be certified by the bid opening date does not apply to DBE substitutions after award of the Agreement. DBEs substituted after award must be certified at the time of the substitution.
- D. Contractors shall submit requests for substitution to the Contract Manager. Authorization to use other subcontractors or suppliers may be requested for the following reasons:
1. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written Agreement, when such written Agreement, based upon the general terms, conditions for this Agreement or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
 2. The listed DBE becomes bankrupt or insolvent.
 3. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.

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Standard Agreement

4. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor failed or refuses to meet the bond requirements of the contractor.
 5. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the scope of work to be performed, or the subcontractor is substantially delaying or disrupting the progress of the work.
 6. When it would be in the best interest of the State.
- E. At a minimum, the Contractor's substitution request to the Contract Manager must include:
1. a written explanation of the substitution reason; and if applicable, the Contractor must also include the reason a non-DBE subcontractor is proposed for use.
 2. a written description of the substitute business enterprise, include their business status DBE certification number and status as a :
 - sole proprietorship, partnership, corporation or other entity, and
 - the firm's DBE certification status, if any.
 3. a written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Agreement that the substitute firm will perform.
- F. Prior to the approval of the prime Contractor's substitution request, the contract manager must give written notice to the subcontractor being substituted by the prime Contractor. A copy of the notice sent by the Contract Manager must be sent to the Contracts office. The notice must:
1. give the reason the prime Contractor is requesting substitution of the listed subcontractor;
 2. give the listed subcontractor five working days within which to submit written objections to the Contracts Office and copies to the Contract Manager;
 3. notify the subcontractor that if a written objection is not received or received past the due date, such failure will constitute consent to the substitution; and
 4. be served by certified or registered mail to the last known address of the listed subcontractor.
 5. The listed subcontractor, who has been so notified, shall have five working days within which to submit written objections to the substitution to the Contract Manager. Failure to submit a written objection shall constitute the listed subcontractor's consent to the substitution.
- G. If written objections are filed by the listed Contractor, the Contract's Office will render a written decision. The Contracts Office shall give written notice of at least five working days to the listed subcontractor of a hearing by the Department on the prime Contractor's request for substitution.

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Termination of a DBE

- A. In conformance with Federal DBE regulation Sections 26.53(f)(1) and 26.53(f)(2), Part 26, 49 CFR, the Contractor shall not:
 - 1. terminate for convenience a listed DBE subcontractor and then perform that work with its own forces(personnel), or those of an affiliate, unless the Contractor has received prior written authorization from the Contract Manager to perform the work with other forces (other than the Contractor's own personnel) or to obtain materials from other sources; and
 - 2. If a DBE subcontractor is terminated or fails to complete its work for any reason, the Contractor will be required to make good faith efforts to replace the original DBE subcontractor with another DBE subcontractor to the extent needed to meet the Agreement goal.
- B. Noncompliance by the Contractor with the requirements of this article is considered a material breach of this Agreement and may result in termination of the Agreement or other such appropriate remedies for a breach of this Agreement, as the Department deems appropriate.

DBE Certification and De-certification Status

- A. If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification.
- B. The Contractor shall complete the DBE Certification Status Change form provided by the Contract Manager indicating the DBEs existing certification status and shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Contract Manager within 30 days from the date of acceptance by the Contractor.

DBE Eligibility

- A. The dollar value of work performed by a DBE is credited/counted toward the goal only after the DBE has been paid.
- B. Credit for DBE Prime Contractors

The prime Contractor who, is a certified DBE, is eligible to claim all of the work toward the goal except that portion of the work to be performed by non-DBE subcontractors.

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C. Credit for Material or Supplies

Credit for materials or supplies purchased from DBEs will be as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
 2. If the materials or supplies purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this paragraph.
 3. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease-agreement and not an ad hoc or Agreement by Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph.
 4. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
- A. This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." There is no specific goal for Disadvantaged Business Enterprise (DBE) participation in this Agreement.

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- B. It is the policy of the Department of Transportation that a DBE as defined in Part 26, Title 49 CFR, shall be encouraged to participate in the performance of Agreements financed in whole or in part with Federal funds. The Contractor should ensure that DBEs, as defined in Part 26, Title 49 CFR, have the opportunity to participate in the performance of this Agreement and shall take all necessary and reasonable steps, as set forth in Part 26, Title 49 CFR, for this assurance. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Failure to carry out the requirements of this paragraph shall constitute a breach of Agreement and may result in termination of this Agreement or other remedy the Department may deem appropriate.

6. Retention of Records/Audits

- A. For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this article.

7. Rebates, Kickbacks and Other Unlawful Consideration

The Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any state agency employee. For breach or violation of this warranty, the State shall have the right, in its discretion, to terminate the Agreement without liability, to pay only for the value of work performed, or to deduct from the Agreement price or otherwise recover the full amount of each rebate, kickback or other unlawful consideration.

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8. Prohibition From Bidding

This Agreement is subject to the provisions of Section 10365.5 of the Public Contract Code which states: "No contractor who has been awarded a consulting services Agreement may submit a bid for, nor be awarded a Agreement for, the provision of services, goods and supplies, or any other related action which is required, suggested or otherwise deemed appropriate in the end product of the original consulting services Agreement."

9. Consultant Contractor's Rights and Obligations

The Contractor is advised that the provisions of Public Contract Code Sections 10335 through 10381 pertaining to the duties, obligations and rights of a consultant service Contractor are applicable to this Agreement.

10. Audit Review Procedures

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director, Audits & Investigations (Chairperson); Deputy Director of the functional Program area; the Chief Counsel, Legal Division, or their designated alternates; and if the Department chooses, two representatives of the Department's choosing, from private industry. The two representatives from private industry will be advisory in nature only and will not have voting rights. Additional members or their alternates may serve on the ARC.
- B. Not later than thirty (30) days after issuance of the final audit report, the Contractor may request a review by the ARC of unresolved audit issues. The request for review will be submitted in writing to the Chairperson of the ARC. The request must contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the appropriate Chief Deputy Director. The Chief Deputy Director will make the final decision for the Department. The final decision will be made within three (3) months of receipt of the notification of dispute.
- C. Neither the pendency of a dispute nor its consideration by Caltrans will excuse the Contractor from full and timely performance, in accordance with the terms of this Agreement.

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11. Debarment and Suspension Certification

- A. The Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
1. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. does not have a proposed debarment pending; and
 4. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to the Department of Transportation. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

12. Liability Insurance Provisions

- A. Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for the Contractor with a combined single limit (CSL) of not less than \$1,000,000 per occurrence.

The certificate of insurance will provide:

1. That the insurer will not cancel the insurer's coverage without 30 days prior written notice to the State.
 2. That the State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under this contract. That the State will not be responsible for any premiums or assessments on the policy.
- B. Contractor agrees that the bodily injury liability and property damage insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this

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Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the State and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

13. Certification Requirements

The Division of Occupational Safety and Health (DOSH) Asbestos Consultant and Trainer Approval Unit will certify Asbestos Consultant. The Division of Occupational Safety and Health Asbestos Consultant and Trainer Approval Unit will certify the Site Surveillance Technician.

The lead paint ceramic tile inspection and XRF testing shall be performed by a person who is certified as a Lead-Related Construction Inspector/Assessor by the State of California Department of Health Services.

The Contractor must provide a copy photo identification of Lead Related Construction issued by State of California Department of Health Services. Contractor must provide copy photo identification for Certified Asbestos Consultant and Certified Site Surveillance Technician issued by State of California Division of Occupational Safety and Health.

Contractor must be certified for a minimum of three (3) years.

14. Union Organizing

- A. Contractor, by signing this Agreement, hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this Agreement.
- B. Contractor will not assist, promote, deter union organizing by employees performing work on a State service Agreement, including a public works Agreement. No State funds received under this Agreement will be used to assist, promote, or deter union organizing.
- C. Contractor will not, for any business conducted under this Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meeting is to assist, promote, or deter union organizing, unless the State property is equally available to the general public for holding meetings.

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- D. If Contractor incurs costs or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs and that Contractor shall provide those records to the Attorney General upon request.

15. APPENDIX A

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- A. **Compliance with regulations:** The Contractor shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation - Title 49 Code of Federal Regulations Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- B. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
- C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State Department of Transportation or any duly authorized representative of the Federal Government to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a

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Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Department of Transportation, or any duly authorized Federal Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State Department of Transportation shall impose such Agreement sanctions as it or any Federal funding agency may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or
 2. cancellation, termination or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor will take such action with respect to any subcontractor or procurement as the State Department of Transportation or any Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State Department of Transportation to enter into such litigation to protect the interest of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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ADDITIONAL PROVISIONS

1. Special Provisions

- A. The Contractor shall conform to all federal, state and local laws governing the identification, inspecting, sampling and testing of friable and nonfriable asbestos, lead based paint and other hazardous materials. The Contractor shall supply copies or information on all applicable licenses, permits and notifications required by applicable laws and regulations.

Applicable regulations include but are not limited to the following:

1. California Health and Safety Code, Divisions 20, Chapter 6.8 Hazardous Waste Control, Chapter 6.8 Hazardous Substance Account.
2. California Code of Regulations, Title 8, General Industry Safety order 5208, Asbestos, Asbestos Standards for Construction Order 1529.
3. Code of Federal Regulations, Title 29, part 26, Occupational Safety and Health Administration.
4. Code of Federal Regulations, Title 29, Part 1910, Hazardous Waste Operations and Emergency Response.
5. Local Air Pollution Control District Regulations.
6. Code of Federal Regulations, Title 40, Part 61, Subpart M. National Emission Standard of Asbestos.
7. California Code Regulation, Title 17, Section 35001 et seq.

2. Scope of the Survey

- A. Survey the designated real property improvements and fixtures for the presence of all forms of asbestos and lead based paint and other known hazardous materials in all readily accessible areas, as well as sealed off areas such as tunnels, caverns, bulkhead crawl spaces and other inaccessible areas.
- B. Identify all forms of Asbestos Containing Material (ACM) and Lead Based Paint present and indicate its location, friability, condition, asbestos content and type (through testing analysis), and accessibility, including floor plans for identifying specific areas containing ACM and lead based paint. Test all suspected types of building materials, including, but not limited to, exterior siding, roofing felts, mastics, walls, floors, building materials and caulking. Do not sample non-suspect materials such as fiberglass, wood, wood fiber, plastic, glass, rubber and metal.
- C. Prepare a report as described in Item 4 Survey Guidelines/Testing, including a reasonable estimate of cost for abatement of all ACM and lead based paint, which will be used for

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abatement at a later date. Separately identify any areas recommended for priority abatement due to immediate health risks.

3. Survey Guidelines/Testing

- A. Definition of Asbestos: Asbestos shall be defined by 15 USC Section 2642, the Asbestos Hazard Emergency Response Act (AHERA).
- B. An Asbestos Consultant who has proper State accreditation must conduct the asbestos survey in accordance with AHERA guidelines.
- C. Laboratory. The laboratory shall be accredited by the American Industrial Hygiene Association (AIHA), the National Institute of Standards and Technology (NIST), or National Volunteering Laboratory Accreditation Program (NVLAP) and also carry any locally required certifications.
- D. Sample Quantity. The quantity of samples collected shall be the minimum as mandated in the AHERA guidelines for asbestos and lead based paint per HUD Protocol, June of 1995 with 3 shot average. Any samples exceeding required minimum shall be approved by the Contract Manager.
- E. Methods of Analysis. Examination shall be by PLM for asbestos and X-Ray Fluorescence (XRF) for lead based paint.
- F. Destructive Sampling. Exploratory demolition may be necessary to complete the survey. The consultant must fully inform the State representative about such destructive sampling and assure coordination of all patching and repair work, specifically including patching of roof areas. Consultant is not responsible for performing such replacements but is fully responsible for clarifying intentions in writing prior to commencement of the work.
- G. Report. Prepare two bound originals, one unbound original copy of the report that will include:
 - a. A detailed summary of the site inspection, sampling and analytical data
 - b. Identification and summary of all forms of ACMs and or lead based paint and any other hazardous materials, its location, friability, conditions, accessibility, asbestos content and type.
 - c. Date of survey and names of surveyors.
 - d. A floor plan of the facility (not necessarily to scale) depicting locations of all sampling and location of all hazardous materials.
 - e. Field log sheets.
 - f. Laboratory analysis results.
 - g. A description of all inaccessible areas not surveyed.

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- h. A reasonable estimate for all abatement costs, including:
 - 1) abatement costs
 - 2) testing costs
 - 3) oversight costs.
- i. Provide photographs of all friable asbestos and typical non-friable asbestos and all lead-containing materials.
- j. Prepare a detailed cost breakdown sheet for each task/work area addressed in the technical specifications.
- k. Prepare a Scope of Work Description which delineates general over view of work areas by type of activities (abate/encapsulate); additional general or supplementary information that directly relates to the future abatement of hazardous materials at the designated location of survey.
- l. Conclusions and recommendations.
- m. The experience and qualifications of the California Certified Asbestos Consultant shall be included in each report, and each report shall be signed with a signature block containing Certified Asbestos Consultant the certification number, and the signature of the consultant.

If at any time the Contractor becomes aware that his or other work practices are violating Specifications, or state, federal, or local regulations, to the extent of potential endangerment of building users, workers, state employees or public. The Contractor shall immediately notify the State Contract Manager followed up with written documentation that the work has ceased until corrective measures are in place to correct the problem. Any loss or damage due to Stop Work Order(s) shall be the Contractor's responsibility. Stop Work Order issued by the State shall be effective immediately.

BID PROPOSAL**ATTACHMENT 1**

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CONTRACTOR'S NAME (Please Print):			CONTRACT NO. 11A1131	PAGE	1 OF 1
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
1	80	Per Report	Asbestos/Lead survey report on a single family residence or smaller multi family residences (typically 2 to 6 units) including detached garages and sheds, up to 2,000 total square feet; with a minimum of 15 and up to 50 PLM bulk samples, and a minimum of 50 and up to 400 XRF samples. Report covers both interior and exterior of structures, including roofs.		
2	10	Per additional 250 square feet	Additional charge for Asbestos/Lead survey report, per 250 square feet over 2,000 square feet for a single family residence or smaller multi family residences (typically 2 to 6 units).		
3	32	Per Report	Asbestos/Lead survey report on a multi family or commercial structure, including detached garages and sheds, up to 10,000 total square feet with a minimum of 30 and up to 100 PLM bulk samples, and a minimum of 100 and up to 1200 XRF samples. Report covers both interior and exterior of structures, including roofs.		
4	10	Per additional 1,000 square feet	Additional charge for Asbestos/Lead survey report per 1,000 square feet over 10,000 square feet, for a multi family or commercial structure.		
5	100	Per Sample	Additional PLM bulk sample (contractor must have prior written approval from the Contract Manager)		
6	100	Per Sample	Additional XRF sample (contractor must have prior written approval from the Contract Manager).		
1) THE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED. 2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL. (3) ANY BID MAY BE REJECTED IF IT IS UNREASONABLE AS TO PRICE. UNREASONABLENESS OF PRICE INCLUDES NOT ONLY THE TOTAL PRICE OF THE BID PRICES, BUT PRICES FOR INDIVIDUAL LINE ITEMS AS WELL.				TOTAL ITEMS 1,2,3,4,5&6	

